

EXHIBIT 1

SETTLEMENT AND RELEASE AGREEMENT

Plaintiff, Gladis Castañeda, on behalf of herself and the Settlement Class defined below, and Defendants, Los Dos Potrillos LLC, Los Dos Potrillos Highlands Ranch, LLC, Los Dos Potrillos Littleton LLC, Los Dos Potrillos Parker LLC, Los Dos Potrillos Cocina Y Cantina - Northglenn LLC, Los Dos Potrillos Cocina Y Cantina Southlands LLC, Jose Luis Ramirez, Luis Ramirez, Daniel Ramirez, agree to a settlement, subject to approval as discussed below, through this Settlement and Release Agreement (“Settlement” or “Agreement”):

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1. “Action” means the lawsuit entitled *Gladis Castañeda on her own behalf and on behalf of all others similarly situated v. Los Dos Potrillos, LLC, et al.*, (Case No. 23-cv-00162-RM-SP), pending in the U.S. District Court for the District of Colorado.
2. “Administrator” means CPT Group, whose costs will be deducted from the Gross Settlement Amount.¹
3. “Class” means all hourly employees who worked for Defendants in Colorado from January 9, 2017 through April 8, 2024.
4. “Class Counsel” means the Milstein Turner, PLLC.
5. “Class Representative” or “Plaintiff” or “Named Plaintiff” means Gladis Castañeda.
6. “Court” means the U.S. District Court for the District of Colorado.
7. “Defendants” means Los Dos Potrillos LLC, Los Dos Potrillos Highlands Ranch, LLC, Los Dos Potrillos Littleton LLC, Los Dos Potrillos Parker LLC, Los Dos Potrillos Cocina Y Cantina - Northglenn LLC, Los Dos Potrillos Cocina Y Cantina Southlands LLC, Jose Luis Ramirez, Luis Ramirez, Daniel Ramirez,;
8. “Defendants’ Counsel” means the law firm of Freeman Mathis & Gary, LLP.
9. “Opt-In Form” means a letter that potential opt-in Plaintiffs must complete in order to join the Action.
10. “Opt-Out Form” means a letter that Settlement Class Members must complete, sign and timely return to exclude themselves from this Settlement, setting forth their name, and a statement that they request exclusion from the Settlement Class and do not wish to participate in the Settlement.

¹ The Parties agreed that Class Counsel would select the Administrator, who would not be “Optime Administration, LLC.”

11. “Final” means that the Court has granted final approval of the Settlement without modification and either: (a) the applicable date for seeking appellate review of the Court’s approval of the Settlement has passed without a timely appeal; (b) an appellate court has rendered a final decision or judgment affirming the Court’s final approval of the Settlement without modification, and the time for any further appeal has expired; or (c) any timely appeal has been dismissed.

12. “Final Approval Hearing” means any hearing that the Court conducts to determine whether to finally approve and implement the Settlement.

13. “Gross Settlement Amount” means \$3,750,000. Defendants’ gross aggregate payments made by them or on their behalf under this Agreement shall not under any circumstances exceed the “Gross Settlement Amount” Except that Defendants will pay the employer’s share of applicable employer tax contributions arising from the payment of back wages apart from and in addition to the “Gross Settlement Fund.”

14. “Net Settlement Amount” and/or “Class Fund” means the Gross Settlement Amount minus any approved amounts for Class Counsel’s fees and costs, the Administrators’ costs, and the service payment to the Class Representative.

15. “FLSA Notice” means the approved notice which will be disseminated to all potential FLSA opt-in Plaintiffs explaining their right to join the Action. The FLSA Notice to be submitted to the Court for approval is attached hereto as **Exhibit A**

16. “Rule 23 Notice” means the approved notice which, following the Preliminary Approval of the Settlement, will be mailed to each Settlement Class Member explaining the Settlement terms. The Rule 23 Notice to be submitted to the Court for approval is attached hereto as **Exhibit B**.

17. “Parties” means Plaintiff, Gladis Castañeda., together with Defendants, Los Dos Potrillos LLC, Los Dos Potrillos Highlands Ranch, LLC, Los Dos Potrillos Littleton LLC, Los Dos Potrillos Parker LLC, Los Dos Potrillos Cocina Y Cantina - Northglenn LLC, Los Dos Potrillos Cocina Y Cantina Southlands LLC, Jose Luis Ramirez, Luis Ramirez, Daniel Ramirez; and. “Party” means any of the Parties.

18. “Participating Class Members” means Settlement Class Members who have not timely submitted a request to be excluded from the Settlement Class.

19. “Preliminary Approval” means that the Court has preliminarily approved the settlement and authorized the issuance of Notice to Settlement Class Members, as set forth herein.

20. “Release Period” means the period between January 19, 2017 through April 8, 2024

21. “Settlement Class” or “Settlement Class Member(s)” means all hourly employees who worked for Defendants in Colorado from January 19, 2017 through April 8, 2024. For the purposes of settlement only, the parties stipulate to the certification of this class.

II. RECITALS

1. On January 19, 2023, Plaintiff, Gladis Castañeda, filed a complaint with the Court alleging similar claims on behalf of herself and a putative class.

2. Prior to mediation, the Parties engaged in discovery, including exchanging productions of documents and data, and exchanging detailed class damage calculations and settlement demands.

3. The Parties took part in two mediations before Todd McNamara, Esq., an experienced wage and hour class action mediator, and were able to reach an agreement to settle this putative class action on the terms set forth within this agreement for the Gross Settlement Amount.

III. TERMS OF SETTLEMENT

1. Condition Precedent: The Settlement and the payments described herein are conditioned upon the Court's final approval and the Settlement becoming Final.

2. Gross Settlement Amount: Defendants agree to pay \$3,750,000.00, which includes claimed retaliation damages totaling \$230,500.00; a \$15,000 service award to the Class Representative; Class Counsel's attorney's fees and costs totaling \$1,249,875.00; and a Class Fund of \$2,254,625.00, including \$652,567.00 allocated to claimed failure to pay overtime wages, \$652,567.00 allocated to Fair Labor Standards Act (FLSA), liquidated damages, and Colorado Wage Claim Act (CWCA) penalties, and \$949,491.00 attributable to other wage claims and civil theft claims. The settlement will be funded by the later of April 8, 2025 or 60 days after the Court enters an Order granting final approval to the agreement. Settlement funds will be deposited in a qualified settlement fund established by the Administrator.

(a) None of the payments described in this Agreement shall be subject to matching contributions or included as benefits-eligible earnings under any benefit plan or policy of the Defendants or any of their current or former parent companies, subsidiaries or affiliates.

(b) None of the payments and/or distributions detailed in this Section shall be made until the dates specifically called for herein.

(c) There will be no re-computation/re-calculation of employee benefits or incentives based upon amounts paid out to current or former employees as part of Parties' settlement.

(d) Participating Class Members shall be solely responsible for the payment of any taxes due on any monies paid to them under this Settlement. Apart from and in addition to the Gross Settlement Fund, Defendants shall be solely responsible for the employer's share of taxes on any payments for back wages under this Settlement.

3. Allocation: Class Member payments allocated for overtime will be treated as W-2 income. Class Member payments allocated for FLSA liquidated damages, CWCA penalties, and the remaining wage and civil theft claims shall be treated as 1099-MISC income. The service payment identified in Section 27 below, shall be treated as 1099-MISC income to the Class Representative. Payment to Class Counsel for their attorneys' fees, costs, and expenses will be treated as 1099-MISC income.

(a) The estimated pro rata settlement amount and the settlement check amounts shall be based on the specific allocated amounts to overtime, FLSA liquidated damages, CWCA

penalties, and the other wage and civil theft claims and distributed based on Class Counsel's distribution formula, to be approved by Defendants. Such approval will not be unreasonably withheld.

4. Class Counsel's Attorneys' Fees, Costs and Expenses: Plaintiff and/or Class Counsel will request, and Defendants will not oppose, a payment from the Gross Settlement Amount for attorneys' fees, costs, and expenses for all the work already performed and all the work remaining to be performed in this Action, including for fees, costs, and expenses incurred by Class Counsel in prosecuting the Action and implementing the terms of the Settlement, in a gross amount not to exceed \$1,249,875.00. The Parties agree that any reduction in the amount of attorneys' fees, costs, and/or expenses approved for Class Counsel shall not be a basis for rendering the entire Settlement voidable or unenforceable. Any reduction of the amount of attorneys' fees, costs, and/or expenses which is ordered by the Court and affirmed during any appeal shall be part of the Net Settlement Amount.

5. Service Payment to Class Representative: Subject to the Court's approval, Plaintiff shall be paid a service payment in an amount not to exceed \$15,000.00, to be paid from the Gross Settlement Amount, for her service as Class Representative, and in consideration for the General Release of Claims as defined below, in addition to any payments she may otherwise receive as a Participating Class Member. The service payment shall be treated as non-employee income and the Class Representative shall be issued an IRS Form 1099 in the amount of her service payment. The Parties agree that any reduction in the amount of the Class Representative's requested service payment shall not be a basis for rendering the entire Settlement voidable or unenforceable. If the Court approves a service payment of less than the amount sought, the remainder will be retained in the Net Settlement Amount. Defendants agree not to oppose Plaintiff's request for Court approval of the \$15,000.00 service payment as an incentive award to the Plaintiff.

6. Settlement Administration Costs: An amount not to exceed \$50,000 shall be deducted from the Gross Settlement Amount to pay for all costs incurred by the Administrator in administering the Settlement (including costs for retaining the Administrator, dissemination of notices (including class notices), forwarding of return notices, processing of opt-outs/objections, and mailing of the individual checks to Participating Class Members). The \$50,000 limit applies to any and all costs included with non-cashing class member follow-up efforts conducted by the third party organization to be identified by Class Counsel.

7. Distribution to Settlement Class Members:

(a) The Net Settlement Amount will be distributed on a proportionate basis to all Participating Class Members based on days worked during the Release Period. The precise formula is to be determined with Class Counsel to have final approval of distribution. Defendants will provide class member data as necessary to the Claims Administrator to allow for calculation and distribution of individual settlement awards. Defendants represent and warrant that all payroll information provided and that will be provided is complete and accurate to the best of their knowledge, information, and belief.

8. Common Fund Settlement: This is a common fund settlement. If any Settlement Class Members file Opt-out forms of the state law claims, the funds attributable to those Class Members shall be re-distributed, on a pro-rata basis, to the remaining Class Members; however, if such funds account

for less than \$10,000, such funds will be given *cy pres* to an organization of Defendants' choosing, subject to Court approval.

9. Class Member Search Efforts and Reversion: Should any funds remain in the Class Fund, after settlement checks issue and become void (120 days after issuance), such funds will revert to Defendants. Halfway through the 120-day period, the Administrator will send a reminder to Class Members that they must negotiate their checks by a date certain. At the same time, an organization of Class Counsel's choosing will conduct a search for class members who have not negotiated their settlement checks and will remind them of the check cashing deadline. After the 60th day, the Administrator will provide to the organization, all contact information available for all non-cashing class members. The organization will not share contact information with Class Counsel and will agree to execute a confidentiality agreement (approved by Defendants) no later than 10 days after the fairness hearing. The confidentiality agreement will be prepared by Defendants. Should any issues arise with securing this confidentiality agreement, Class Counsel agrees to assist Defendants with securing the organization's approval and execution of the confidentiality agreement. Defendants covenant not to interfere with Class Members' decision to participate in the Settlement and/or negotiate their settlement checks. If a Class Member asks any Defendant about the settlement or the case, Defendants will direct that employee to the Administrator.

10. Class Member Contact: If a class member presents a claim to the Administrator about the actions of the Defendants, the contact information (all known names, addresses, dates of birth, telephone numbers, and email addresses) of that complaining class member will be provided to Class counsel and counsel for the Defendants. Further, Defendants covenant not to interfere with Class Members' decision to participate in the Settlement Class and/or negotiate their settlement checks. If a Class Member asks any Defendant about the settlement or the case, Defendants will direct that Class Member to the Administrator.

IV. SETTLEMENT PROCEDURES

1. FLSA Notice: The Parties stipulate to the conditional and final certification of an FLSA collective action defined as all hourly employees who worked for Defendants in Colorado between January 19, 2020 and April 8, 2024. The Parties will cooperate in seeking the Court's approval of their stipulation and in seeking the Court's authorization to disseminate the FLSA Notice attached hereto as Exhibit A. Potential opt-in Plaintiffs will be afforded a 45-day time period to opt-in to the Action. The Parties will also cooperate in seeking final certification of the FLSA collective action in their settlement approval motions.

2.

3. Motion for Preliminary Approval: Within fourteen (14) business days after the execution of this Agreement by all Parties, Plaintiff shall file a motion for preliminary approval of the Settlement, applying to the Court for the entry of an Order that will be agreed upon by the Parties prior to submission:

(a) Scheduling a final fairness hearing on the question of whether the proposed Settlement should be approved as fair, reasonable, and adequate as to the Settlement Class;

(b) Approving as to form and content the proposed Notice to the Settlement Class;

(c) Approving as to form and content the proposed Opt-out Form;

- (d) Approving the proposed method of requesting exclusion from the Settlement;
- (e) Directing the dissemination of the Notice and Opt-out Form to the Settlement Class Members; and
- (f) Preliminarily approving the Settlement.

4. Notice to the Class:

(a) Within twenty-one (21) days of the Court's preliminary approval of the settlement, the notice of the Settlement Agreement will be mailed to the Class Members by First Class U.S. Mail and e-mail (where possible) and will advise the Class Members of their estimated pro rata settlement amount and their right to opt-out of the settlement. Any notices returned undeliverable shall be traced to obtain a new address and be re-mailed by First Class U.S. Mail.

(b) The Administrator shall send notice to the appropriate federal and state officials in accordance with the Class Action Fairness Act (CAFA) within ten (10) days after the Court's Order granting the Motion for Preliminary Approval. The Administrator shall be responsible for any and all other CAFA notices or obligations required by law with respect to this Agreement.

(c) The notice shall provide Class Members who wish to object to the settlement with instructions that they must file any objection with the Court and serve on counsel for the Parties a written statement objecting to the Settlement. For an objection to be considered by the Court, the objection must be postmarked no later than the last day of the Opt-out Period, as specified in the Notice. Objections and supporting materials must be filed with the Court and served on counsel for the Parties no later than seven days before the Final Fairness Hearing.

(d) On request, the Administrator shall provide the Parties with an update of the number of opt-outs and/or objections.

5. Objections to the Settlement:

(a) Settlement Class Members who wish to object to the Settlement must not exclude themselves from the Settlement and must serve on the Administrator, postmarked no later than the last day of the Opt-Out Period, as specified in the notice, a written statement objecting to the Settlement and setting forth the grounds for the objection, as explained further in the Notice. This statement also must indicate whether the Settlement Class Member intends to appear and object to the Settlement at any Final Approval Hearing. The failure to so indicate will constitute a waiver of the right to appear at the hearing. A Settlement Class Member who does not submit an objection in the manner and by the deadline specified above shall be deemed to have waived all objections and will be foreclosed from making any objection to the Settlement, whether by appeal or otherwise, absent a contrary order of the Court.

6. Requests for Exclusion:

(a) Settlement Class Members who wish to exclude themselves from the Settlement (opt out of the Settlement) must submit to the Administrator, not later than sixty (60) calendar days after

the date that the Administrator first mails the Notice Packets (“Opt-Out Deadline”), an Opt-out Form requesting that he or she be excluded from the Settlement Class. Opt-out Forms may be submitted to the Administrator via U.S. Mail, fax, or electronic mail. To the extent any mailed notice is returned as undeliverable, such person shall be permitted forty-five (45) days from any re-mailing of the notice to submit their opt-out form (“Re-mailing Opt-out Period”). A Settlement Class Member who does not submit a valid and timely Opt-out Form in the manner and by the deadline specified above shall be bound by all terms and conditions of the Settlement, releases and by the Judgment. A Settlement Class Member who timely submits a valid Opt-out Form shall not participate in, or be bound by, the Settlement or the Judgment in any respect. To be valid, Opt-out Forms must be submitted to the Administrator by the Opt-Out Deadline. Persons who submit an Opt-out Form shall not be permitted to file objections to the Settlement or appear at any Final Approval Hearing to voice any objections to the Settlement. A person who neither opts-out of the Settlement, nor cashes their settlement check, will not waive any right to proceed against Defendants under the FLSA

7. Final Approval:

(a) The Court shall schedule the Final Fairness Hearing after the 90-day CAFA period expires.

(b) Within fourteen (14) days prior to any Final Approval Hearing, Plaintiff will file with the Court a motion for final approval of the Settlement. Class Counsel will prepare the motion for final approval and will provide Defendants’ Counsel sufficient opportunity to review and agree on the content of the motion before it is filed.

(c) In their motion seeking Final Approval, Class Counsel shall provide the Court a report specifying the due diligence that they and the Administrator have undertaken with regard to the dissemination of the Notice; and reporting (to date) on the number of objections, disputes (and status), and Opt-Out Forms submitted.

(d) Not later than five (5) court days before any Final Approval Hearing, the Parties may file, jointly or separately, a reply in support of their joint motion for final approval of the Settlement, in the event any opposition to the joint motion for final approval has been filed. Likewise, Class Counsel may file a reply in support of the motion for approval of Class Counsel’s attorney’s fees and costs, in the event any opposition to the motion for such attorneys’ fees and/or costs has been filed.

(e) Along with the motion for Final Approval, the Parties will present a proposed order for the Court’s entry.

(f) As stated above, by the later of April 8, 2025 or sixty (60) days after the Court enters an order approving the settlement, the Defendants shall wire the Gross Settlement Amount to the Administrator. Within twenty-one (21) days of receipt of the funds, the Administrator shall issue checks to Class Counsel, Class Representative, and the Participating Class Members, as set forth herein. Within sixty (60) days after mailing of the settlement checks, the Administrator will provide Class Counsel with a list of Class Members who have not negotiated their settlement checks. Any checks returned undeliverable shall be traced by the Administrator to obtain a new address and be re-mailed by First Class U.S. Mail.

(g) The Settlement Administrator shall make payment of Plaintiff's counsel's attorney's fees and costs, Plaintiff's retaliation damages, and the incentive award to Plaintiff twenty-one (21) days after final Court approval, subject to the qualified settlement fund funding timing described in Section III above.

(h) Each settlement check sent to Settlement Class Members who worked for Defendants during the Release Period shall include the following release language on the back of the check: "By negotiating this check, I have agreed to join, and be bound by the Settlement and Release Agreement in the lawsuit in the lawsuit *Castañeda v. Los Dos Potrillos, LLC, et al.* (Case No.: 23-cv-00162-RM-SBP)."

(i) Upon receipt of negotiated checks from Settlement Class Members who had not previously opted into the collective action, Plaintiff will file the back of the signed checks, or an affidavit from the Administrator with a list of all Participating Class Members, as evidence of those Settlement Class Members consent to join the collective action. After Plaintiff has filed the notice of additional opt-ins, Plaintiff will dismiss the lawsuit with prejudice.

V. RELEASE OF CLAIMS

1. Settlement Class Members' Released Claims: The Class Representative and the Participating Class Members, including Class Members who Opt-in to the FLSA collective action or cash their settlement check but excluding those who submit valid and timely Opt-out Forms, will release and forever discharge Defendants, and each of their former and present predecessors, successors, parents, subsidiaries, franchisors, insurers, (including Clear Blue Insurance Company), reinsurers, third party administrators (including Network Adjusters, Inc.), and affiliates, whatever their current or former legal names or legal entity status, and each of their respective current and former owners, officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives ("Released Parties"), from any and all claims, rights, demands, liabilities and causes of action of every nature and description, whether known or unknown, that relate to or arise out of entitlement to overtime wages, meal and rest periods, and "civil theft claims" while working for Defendants, including all breach of contract claims, and claims relating to or arising out of the payment of the applicable minimum wage, under-payment of the applicable minimum wage, or failure to pay the applicable minimum wage, and/or more specifically, any claim that was raised or that could have been raised under the Fair Labor Standards Act (FLSA), the Colorado Wage Claim Act (CWCA), the Colorado Wage Act, the Colorado Minimum Wage/COMPS Orders, Colorado's theft statute (C.R.S. Section 18-4-401), Colorado unjust enrichment law, or any similar federal, state, municipal or local laws (collectively, the "Released Claims"). A person who neither opts-out of the Settlement, nor cashes their settlement check, will not waive any right to proceed against Defendants under the FLSA.

2. Release of Fees and Costs: Plaintiff, on behalf of herself and the Settlement Class Members, hereby irrevocably and unconditionally releases, acquits, and forever discharges any claim that they have or may have against Defendants for attorneys' fees, costs, or expenses associated with this Action, including but not limited to those attorneys' fees, costs, or expenses associated with Class Counsel's representation of the Plaintiff and Settlement Class Members in this Action. Plaintiff further understands and agrees that any fees and costs payment provided for herein will be the full, final, and

complete payment of all attorneys' fees, costs, and expenses associated with Class Counsel's representation of Plaintiff and the Settlement Class Members in this Action.

3. Class Representative's Released Claims: Class Representative, on behalf of her heirs, releases, discharges, and acquits Defendants, and their owners, directors, officers, current and former employees, predecessors, successors, former present or future parent companies and subsidiaries, as well as their insurers and reinsurers (including any third party administrators), known and unknown, members, affiliates, joint employers, joint ventures, contractors, and legal successors and assigns, from any and all charges, complaints, actions, claims, causes of action, debts, demands, sums of money, controversies, agreements, allegations, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unexpected, anticipated or unanticipated, which she has brought by herself and alleged in Action, or what could have been brought or alleged in the Action, arising from conduct occurring on or before the last counterpart signature on the date of this agreement, including without limitation, any claims incidental to or arising out of the Action or Class Representative's employment, contractual, or other relationship with Defendants or the separation therefrom (collective, the "Claims"). It is expressly understood by the Class Representative that among the various rights and claims being released in this Agreement are those arising under 29 U.S.C. § 203 *et seq.*, COMPS 7 C.C.R 1103-1(1.6), C.R.S. §8-4-101 *et seq.*, federal and state public policy, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1982 of the Civil Rights Act of 1866, the Americans With Disabilities Act, the Family Medical Leave Act, the Age Discrimination in Employment Act, Older Workers' Benefits Protection Act, retaliation under federal and state law, and any and all other federal, state, or local laws or regulation that may be lawfully released. Further, Class Representative releases and discharges Defendants with respect to any and all allegations of civil rights violations, misconduct, impropriety, discrimination, harassment, invasion of privacy, trespass, hostile work environment, retaliation, wrongful termination, and other negative characterizations by Defendants or their employees or not yet alleged.

4. Class Representative's Representations and Warranties: As consideration for payment to the Class Representative for release of the Claims (as defined in Section V(3)) that were brought or could have been brought in the Action, the Class Representative promises not to apply to or patronize any restaurant owned or operated by the Defendants, or any of their related entities.

VI. ADDITIONAL PROVISIONS

1. The respective signatories to the Settlement represent that he, she, or they are fully authorized to enter into this Settlement and bind to its terms and conditions the respective entities for which the person is signing as shown on the signature line.

2. The Parties agree that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement. The Notice will advise all Settlement Class Members of the binding nature of the release. Excepting only the Settlement Class Members who submit a valid and timely Opt-out Form, this Agreement shall have the same force and effect as if it were executed by each Settlement Class Member.

3. Disputes: Any dispute between the Parties concerning the interpretation or implementation of this Agreement will be resolved by the Court. Prior to any such resort to the Court, counsel for the Parties will confer in good faith to resolve the dispute. If the Parties are unable to

resolve the dispute themselves, the dispute will be submitted to the Court, unless the Parties agree otherwise.

4. No Waiver. The Parties agree that, by entering into and seeking Court approval of this Agreement, the Defendants in no way waive any rights.

5. No Prior Assignments: The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

6. No Admission of Liability and Inadmissibility of Settlement:

(a) Defendants deny liability to Plaintiff and the Settlement Class for any claim or cause of action. Defendants have denied and continue to deny each of the claims and contentions alleged by Plaintiff in the Action. Defendants have repeatedly asserted and continue to assert defenses thereto, and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Defendants also have denied and continue to deny the allegations that the Settlement Class Members have suffered damage or that the Settlement Class Members were harmed by the conduct alleged in the Action. By entering into this Agreement, Defendants in no way admit to the suitability of this Action for class action litigation other than for purposes of settlement.

(b) Settlement of the Action and all acts performed or documents executed in furtherance of this Agreement or the settlement embodied herein: (a) are not, shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of Defendants, or of the truth of any of the factual allegations in any and all Complaints filed in the Action; (b) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part of Defendants in any civil, criminal, administrative or arbitral proceeding; and (c) are not, shall not be deemed to be, and may not be used as an admission or evidence of the appropriateness of these or similar claims for class or collective action treatment other than for purposes of administering this Agreement. The Parties understand and agree that this Agreement and any exhibit hereto are settlement documents and shall be inadmissible in any proceeding for any reason, except in relation to the Parties' motions seeking preliminary and final approval of the Settlement, or a proceeding to enforce the terms of this Agreement.

7. Fair, Adequate, and Reasonable Settlement: The Parties agree that the Settlement is fair, adequate, and reasonable, and will so represent it to the Court; provided, however, that nothing herein is intended to, and shall not be construed to, waive the confidentiality of the Parties' settlement or settlement negotiations and discussions pursuant to the Federal Rules of Evidence.

8. Waiver of Appeals: The Parties agree to waive all appeals from the Court's final approval of this Settlement, unless the Court materially modifies the Settlement; provided, however, that Plaintiff may appeal any reduction in the amount of Class Counsel's fees and expenses and/or the service payment to the Class Representative. Any reduction in the amount of Class Counsel's fees, Class Counsel's expenses, and/or the service payment to the Class Representative will not, however, constitute a material modification of the Settlement and will not be grounds to void the Settlement.

9. No Tax Advice: Neither Class Counsel nor Defendants' Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10. Settlement Approval: In the event: (i) the Court does not enter the Order specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the Settlement does not become Final for any other reason, the Parties shall proceed as follows: The Parties will: (1) jointly seek reconsideration or appellate review of the decision denying approval of the settlement, or (2) attempt in good faith to renegotiate the settlement and seek Court approval of the re-negotiated settlement. In the event any reconsideration and/or appellate review is denied, the Parties shall have no further rights or obligations under the agreement. The agreement shall be void and the Parties shall revert to their position status quo ante.

11. Dismissal: Upon performance of this settlement, counsel shall stipulate to dismissal of all claims with prejudice. Each party shall pay said party's own attorney's fees and costs, except as otherwise agreed to herein.

12. Use of Confidential Documents and Information: Plaintiff and Class Counsel agree to keep confidential all documents and information produced in the course of discovery and litigation of this Action. All documents and information produced in discovery in this Action, otherwise obtained in the course of the litigation of this Action, as well as all documents and information (including Settlement Class Member contact information) produced in connection with effectuation of this Settlement, shall only be used for purposes directly related to the effectuation of this Settlement.

13. Cooperation in Drafting/Implementing: The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties, and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party, his, her, its, or their counsel participated in its drafting. The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to executing such documents and taking such other actions as may reasonably be necessary to implement the terms of the Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of the Settlement.

14. Applicable Law: All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of Colorado, without giving effect to any conflict of law principles or choice of law principles.

15. Captions and Headings: Captions, headings or paragraph titles in this Settlement are a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision.

16. Modification: This Settlement may not be changed, altered, or modified, except in writing, and signed by the Parties, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

17. Integration Clause: This Settlement contains the entire agreement between the Parties relating to the resolution of the Action. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Agreement. The Parties' Settlement Term Sheet is explicitly incorporated into this document, its terms binding on the Parties. No rights under this Agreement may be waived except in writing.

18. Binding on Assigns: This Settlement may be binding upon and inure to the benefit of the Parties and their respective heirs, trustee, executors, administrators, successors, and assigns.

19. Counterparts: This Agreement shall be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties.

20. Electronic Execution: This agreement may be executed in counterparts and by electronic mail or facsimile.

21. Enforceability: When this Agreement is signed by all Parties and their attorneys of record, it shall be fully enforceable by the court pursuant to any applicable provision of law.

22. Jurisdiction: The Court will retain jurisdiction to hear all matters relating to any breach of this agreement. The prevailing party in any breach action is entitled to attorney fees and costs.

[Remainder of this page intentionally left blank]

In witness whereof, the Parties hereby execute this Agreement effective as of the date set forth below:

DATED: _____	By: _____ Gladis Castañeda
DATED: _____	Los Dos Potrillos LLC By: _____ Its: _____
DATED: _____	Los Dos Potrillos Highlands Ranch, LLC By: _____ Its: _____

DATED: _____	Los Dos Potrillos Littleton LLC By: _____ Its: _____
DATED: _____	Los Dos Potrillos Parker LLC By: _____ Its: _____
DATED: _____	Los Dos Potrillos Cocina Y Cantina - Northglenn LLC By: _____ Its: _____

<p>DATED: _____</p>	<p>Los Dos Potrillos Cocina Y Cantina Southlands LLC</p> <p>By: _____</p> <p>Its: _____</p>
<p>DATED: _____</p>	<p>By: _____</p> <p style="text-align: center;">Jose Luis Ramirez</p>
<p>DATED: _____</p>	<p>By: _____</p> <p style="text-align: center;">Daniel Ramirez</p>
<p>DATED: _____</p>	<p>By: _____</p> <p style="text-align: center;">Luis Ramirez</p>

EXHIBIT A

NOTICE OF YOUR RIGHT TO JOIN UNPAID WAGES LAWSUIT

This is a Court-Authorized Notice, not an advertisement from a lawyer.

TO: All Los Dos Potrillos hourly employees who worked between January 19, 2020 and April 8, 2024.

RE: Your Right to Join a Lawsuit Seeking Unpaid Wages

YOU MAY JOIN THIS LAWSUIT REGARDLESS OF YOUR IMMIGRATION STATUS

1. What is This Lawsuit About?

An employee sued Los Dos Potrillos to recover unpaid wages and misappropriated tips that she claims you and other employees are owed. The employee claims that the Los Dos Potrillos broke the law by not paying the full minimum wage, paying improper overtime wages, misappropriating tips, and not providing rest periods. She is suing to recover unpaid wages, tips, attorney fees, and costs.

2. Why am I Getting This Notice?

This Notice is to let you know that you have the right to participate in this unpaid wages lawsuit, and how to sign up, if you want to.

This notice will explain your options and tell you how to get more information.

If you want to participate in this lawsuit, you must sign the Consent to Join Form (enclosed) and then mail, email, or fax it to the address listed below by **TBD.**

3. How Do I Join This Lawsuit?

Enclosed is a form called "Consent to Join." If you want to join this lawsuit, **it is extremely important that you read, sign and promptly return the Consent to Join form.**

An addressed and postage-paid envelope is enclosed for you to use to return the form. The Consent to Join form must be sent to:

Class Administrator

The Consent to Join form must be **mailed, e-mailed, texted or faxed by **TBD**.**

4. What Happens if I Join This Lawsuit?

If you join this lawsuit by returning the enclosed Consent to Join form, you will be bound by the judgment of the Court, whether it is favorable to the employee or to the Defendants. If you join, you may recover damages based on the number of days you worked and the position you worked in. By returning the Consent to Join form, you will designate the named Plaintiff to make decisions regarding this lawsuit, including decisions as to settlement of the lawsuit, entering into an agreement for fees and costs with Plaintiff's counsel, and all other matters pertaining to your rights and this litigation under the Fair Labor Standards Act. **If you join this lawsuit, the decisions made by the named Plaintiff, and all rulings made by the Court, will be binding on you.**

5. How The Attorney is Paid

You will not have to pay the attorney directly – whether this case is settled, won or lost. Instead, if wages are awarded or the parties settle, the attorney will be paid by the Defendants either his hourly fees plus litigation costs as awarded by the Court, or 33 1/3% of the total money recovered in the case, whichever is greater. If wages are not awarded or the case is not settled or is lost, the attorney will not be paid. If you complete the enclosed Consent to Join form, the attorney representing the named Plaintiff will represent you in this case. Or you may retain your own private attorney to represent you in this matter.

6. Can I Be Retaliated Against for Joining This Case?

No. It is a violation of federal law for anyone to fire you, or retaliate against you in any way, for taking part in this case. Neither your employers, nor anyone else, may call or threaten to call Immigration in retaliation if you join this lawsuit.

7. How Do I Contact the Plaintiffs' Attorney?

You can get more information by contacting the attorney handling this case. Your call is confidential and there is no charge to speak with the attorney. The attorney speaks English and Spanish. The attorney handling this case is:

Brandt Milstein
MILSTEIN TURNER, PLLC
2400 Broadway, Suite B
Boulder, CO 80304
(303) 440-8780
brandt@milsteinturner.com
www.milsteinturner.com

THE DISTRIBUTION OF THIS NOTICE HAS BEEN AUTHORIZED BY THE FEDERAL DISTRICT COURT. THE COURT HAS NOT YET REACHED ANY DECISION WHETHER OR NOT THE CLAIMS IN THE LAWSUIT ARE MERITORIOUS.

CONSENT TO JOIN
(Pursuant to 29 U.S.C. § 216(b))

In order for you to join this case, you must complete, sign and mail, text, email, or fax this form by **TBD.**

1. I hereby consent, agree and opt-in to become a Plaintiff in this action (*Castañeda v. Los Dos Potrillos LLC et al.*, U.S. District Court, District of Colorado, Case No.: 23-cv-00162-RM-SBP) brought to recover unpaid wages from my current/former employers.
2. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable. I further agree to be bound by any settlement of this action approved by the Court in this action.
3. I hereby designate attorney Brandt Milstein to represent me in this action and consent to the attorney fee arrangement described in the Notice of Your Right to Join Unpaid Wages Lawsuit. Alternatively, I may acquire my own private counsel to represent me in this matter.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

ADDRESS: _____

TELEPHONE NUMBER(S): _____

E-MAIL ADDRESS: _____

Return this form by **TBD** to:

Class Administrator

AVISO SOBRE SU DERECHO DE UNIRSE A UNA DEMANDA POR SUELDOS IMPAGOS

Ésta es una notificación autorizada por la Corte, no es un ofrecimiento de servicios de un abogado.

DIRIGIDO A: Todos los empleados pagados por hora de Los Dos Potrillos que trabajaron entre el 19 de enero del 2020 y el 8 de abril del 2024.

ASUNTO: Su derecho de unirse a una demanda para recuperar sueldos impagos

USTED PUEDE UNIRSE A ESTA DEMANDA, INDEPENDIEMENTE DE SU ESTADO MIGRATORIO

1. ¿De qué se trata esta demanda?

Una empleada ha demandado a Los Dos Potrillos para recuperar salarios no pagados y propinas robadas que, según ella, a usted y a los demás empleados se les debe. La empleada alega que Los Dos Potrillos infringió la ley al no pagar el salario mínimo, al pagar un salario in adecuado por horas extras, al robar propinas, y al no proveer descansos requeridos y está demandando para recuperar los salarios no pagados, propinas, honorarios de abogado y costos de la demanda.

2. ¿Por qué recibo este aviso?

Este aviso es para informarle de su derecho a participar en esta demanda para salarios no pagados y de la forma de hacerlo, si así lo desea.

Esta notificación le explicará sus opciones y le dirá cómo obtener más información.

Si quiere participar en esta demanda, debe firmar el formulario “Consentimiento para unirse” (adjunto) y enviarlo por correo, correo electrónico o fax a la dirección mencionada abajo a no más tardar el **TBD.**

3. ¿Cómo me uno a esta demanda?

Adjunto hay un formulario llamado el "Consentimiento para unirse." Si usted quiere unirse a esta demanda, **es extremadamente importante que usted lea, firme y devuelva oportunamente el formulario “Consentimiento para unirse”.**

Un sobre con franqueo ya pagado está incluido para devolver la forma. El “Consentimiento para unirse” debe de ser mandado a:

Class Administrator

Debe mandar el formulario Consentimiento para unirse **por correo, correo electrónico, texto o fax a no más tardar para el **TBD**.**

4. ¿Qué pasa si me uno a esta demanda?

Si se une a esta demanda al devolver el “Consentimiento para unirse” adjunto, la sentencia del juez, sea a favor del empleado o a favor del los demandados, será obligatoria para usted. Si se une, es posible que recupere salarios impagos y propinas según los días que trabajó y la posición en que trabajó. Al devolver el formulario “Consentimiento para unirse,” usted le designará al demandante nombrado para tomar decisiones con respecto a esta demanda, incluyendo decisiones en cuanto a la liquidación de la demanda, y así entrará en un acuerdo sobre los honorarios y costos con el abogado del demandante, y todos los demás asuntos pertenecientes a sus derechos y este litigio conforme a la Ley de Normas Laborales Justas. **Si se une, las decisiones tomadas por el empleado, y todas las resoluciones dictadas por el juez, serán obligatorias para usted.**

5. ¿Cómo se le paga al abogado?

No tendrá que pagarle directamente al abogado – ya sea que gane, pierda, o se llegue a una resolución de la demanda. En cambio, si el juez otorga indemnización por los salarios impagos o si las partes llegan a una resolución, el abogado recibirá su pago de los Demandados o por concepto de su honorarios más los costos del litigio según lo ordene el Juez, o por concepto de un 33 1/3% del monto total recuperado en el caso, el que resultare mayor. Si el juez no otorga indemnización por los salarios impagos o si el caso no se resuelve o se pierde, no se le paga al abogado. Si usted completa el adjunto formulario “Consentimiento para unirse”, el abogado que representa al demandante nombrado lo representará a usted en este caso. O, si quiere, usted puede conseguir su propio abogado privado para representarlo en este caso.

6. ¿Podrán tomar represalias contra mí por unirme a la demanda?

No. Se infringe las leyes federales al despedirlo o tomar represalias de manera alguna en contra suya por unirse a esta demanda. Ni sus empleadores, ni nadie más, podrá llamar o amenazar con llamar a Inmigración en represalia por su participación en esta demanda.

7. ¿Cómo puedo comunicarme con el abogado del Demandante?

Podrá obtener mayor información al comunicarse con el abogado del demandante que se está encargando de este caso. Su llamada será confidencial y la consulta con el abogado no tiene costo. El abogado habla español. El abogado a cargo de este caso es:

Brandt Milstein
MILSTEIN TURNER, PLLC
2400 Broadway, Suite B
Boulder, CO 80304
(303) 440-8780
brandt@milsteinturner.com
www.milsteinturner.com

LA DISTRIBUCION DE ESTE AVISO FUE AUTORIZADA POR EL TRIBUNAL FEDERAL DE DISTRITO. EL JUEZ NO HA DICTADO SENTENCIA ALGUNA SOBRE LOS RECLAMOS DE LA DEMANDA Y SI TIENEN MÉRITO O NO.

CONSENTIMIENTO PARA UNIRSE

(Conforme a 29 U.S.C. § 216(b))

Para poderse unir a este caso, debe completar, firmar y enviar este formulario por correo, por correo electrónico, por texto o por fax a más tardar el **TBD.**

4. Por la presente doy mi consentimiento, estoy de acuerdo con los términos y deseo participar como demandante en esta demanda (*Castañeda v. Los Dos Potrillos LLC et al.*, U.S. District Court, District of Colorado, Case No.: 23-cv-00162-RM-SBP) entablada para recuperar sueldos impagos de mis empleadores actuales/anteriores.
5. Convengo en acoger toda sentencia del juez en esta causa, ya sea favorable o desfavorable. Asimismo, convengo en acoger todo acuerdo de liquidación de la demanda que apruebe el Demandante en esta causa.
6. Por la presente designo al abogado Brandt Milstein para que me represente en esta causa y me comprometo al acuerdo de pago de honorarios descrito en el Aviso sobre su derecho de unirse a una demanda por sueldos impagos. O puedo conseguir mi propio abogado privado para representarme en este caso.

FECHA: _____

FIRMA: _____

NOMBRE EN LETRA DE IMPRENTA: _____

DIRECCIÓN: _____

TELÉFONO(S): _____

CORREO ELECTRÓNICO: _____

Favor de devolver este formulario a más tardar el **TBD** al:

Class Administrator

EXHIBIT B

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT FOR UNPAID WAGES

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT:	
DO NOTHING	Be eligible to receive a payment for unpaid wages.
EXCLUDE YOURSELF	Get no payment. This is the only option that allows you to be part of any other lawsuit against the Defendants brought under the Colorado Minimum Wages of Workers Act or the Colorado Wage Claim Act. Complete and return the opt-out form.
OBJECT	Write to the Court about why you don't like the proposed settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the proposed settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- No person may interfere with your right to take the money that is yours from this settlement. No one may intimidate, threaten, or otherwise dissuade you from taking your share of the settlement money. If anyone tries to stop you from taking your share in any way, you may call the Class Administrator who can contact the firms representing the Parties.

1. What is this Notice about?

This Notice is an official court notice to let you know about a "class action" lawsuit. You are considered a "Class Member" in this case if you were employed by Los Dos Potrillos as an hourly employee between January 19, 2017 and April 8, 2024. If you do not think the settlement plan described below is fair, you can object. This Notice will tell you how to make such an objection. This Notice also informs you of your rights if you do not want to be a member of the class.

2. What is this "class action" lawsuit?

A "class action" lawsuit is a lawsuit in which one person, called the Class Representative, sues on behalf of people who have similar claims. All these people are a "Class" or "Class Members." One Court resolves the issues for all Class Members, except those who exclude themselves from the Class.

3. What is the lawsuit about?

Class Representative Gladis Castañeda claims that Los Dos Potrillos violated the law when it paid its employees sub-minimum wages, paid incorrect overtime rates, misappropriated tips and did not permit employees to take required rest breaks.

4. What is the status of the lawsuit?

The parties have settled this case for a gross settlement amount of \$3,750,000.00. This amount consists of retaliation damages totaling \$230,500.00, a \$15,000.00 service award to the named Plaintiff, Class Counsel's attorney fees and costs totaling \$1,249,875.00 and compensation for Class Members who do not exclude themselves from the settlement. If you choose to stay in the lawsuit (do nothing), you will be entitled to a payment allocated on a pro rata basis based on the total number of weeks worked for which you did not receive correct pay and rest periods you were not permitted between January 19, 2017 and April 8, 2024. Under the terms of the proposed settlement, your estimated settlement share is \$<<EstAmt>>, minus tax withholdings. This is subject to change pending the final ruling of the Court.

5. Who else gets money from the Settlement?

Class Representative Gladis Castañeda will receive an additional \$15,000.00 under the settlement agreement in consideration for bringing this lawsuit on behalf of the Class. The lawyers who represent the Class Representative and the Class Members have proposed to receive \$1,249,875.00 for their work in litigating the case and to reimburse them for the costs incurred in litigating the case.

6. What are my rights as a member of the "Class"?

As a member of the Class, you have the right to receive money from any settlement of this case. By receiving a check, you will be giving up your right to bring a separate claim against Los Dos Potrillos for all claims made in the lawsuit, unless you opt-out. Any Class Member who neither opts-out of the Settlement by submitting the attached form nor cashes their settlement check will not waive any right to proceed against Defendants under the FLSA.

7. How do I opt-out of this “class action”?

If you do NOT want to be a member of the Class, you have the right to opt-out. If you choose to opt out of the class, you will not receive any money from any settlement of this matter; however, you may have the right to bring your own lawsuit against Los Dos Potrillos within the time period allowed under the law for the claims alleged in the lawsuit. **You must opt-out before TBD.** If you fail to opt-out by **TBD** you are giving up your right to be excluded from the class. If you remain in the Class, you cannot bring a separate lawsuit against Los Dos Potrillos for the legal claims alleged in the current lawsuit, you will be bound by the settlement agreement, and you will receive your share of the settlement money. To opt-out and be excluded from the class action you must complete and return to the Settlement Administrator the opt-out form that is included with this Notice.

8. What if I think the Settlement is unfair?

There will be an in-person hearing before Judge XXX on **XXX at XXX** at XXX to decide whether the settlement is fair, reasonable, and adequate. This hearing will be your only opportunity to object to the terms of the settlement. You may also attend the hearing in person.

You do not have to be present at the hearing to receive your share of any settlement money.

If you want to object to the settlement you must file your objection with the Settlement Administrator **[address]** by **TBD**.

9. What happens if I do nothing at all?

If you do nothing, you will be paid a share of any money recovered in this lawsuit.

10. What if I want further information?

If you have questions about the settlement, or need help understanding this Notice you can contact the Settlement Administrator by writing or calling:

[Settlement Administrator Information]

11. What happens if the Court does not give final approval?

If the Court denies the parties’ request for final approval of the settlement, no payments will be made under the settlement and this lawsuit will revert to its status immediately prior to the parties reaching a settlement.

12. Am I represented in this case?

The Court has approved the following attorney to represent you and other Class Members.

Brandt Milstein
Milstein Turner, PLLC
2400 Broadway, Suite B
Boulder, CO 80304
(303) 440-8780
brandt@milsteinturner.com
www.milsteinturner.com

OPT-OUT FORM

Submit this form only **IF YOU DO NOT WISH TO REMAIN A CLASS MEMBER**. If you submit this form, you will **not be eligible to receive any money from this lawsuit**.

Print Your Full Name

Print Your Address and Telephone Number

ACKNOWLEDGEMENT:

I hereby state that I wish to exclude myself from the Class in the case of Castañeda v. Los Dos Potrillos LLC et al., Case Number 23-cv-00162-RM-SBP. I understand that by doing so, **I will not receive any money from the Settlement**. I declare under penalty of perjury that the foregoing is true and correct.

Signature

Date

This Opt-Out form must be completed, signed and returned to the address below so that it is **postmarked or received no later than TBD**.

By Mail: **Class Administrator Address**

By Fax: **Class Administrator Fax #**

By Email: **Class Administrator email address**

AVISO DE ACUERDO PROPUESTO DE DEMANDA COLECTIVA POR SUELDOS IMPAGOS

SUS DERECHOS Y ACCIONES EN ESTE ACUERDO LEGAL :	
NO HACER NADA	Recibir un pago.
EXCLUIRSE	No recibirá pago. Esta es la única opción que le permite ser parte de cualquier otra demanda contra los demandados bajo la Ley del Salario Mínimo de o la Ley de Reclamos de Pagos de Colorado. Complete y envíe la forma de exclusión.
OPONERSE	Escribale al Tribunal sobre porque no le gusta el acuerdo.
IR A UNA AUDIENCIA	Pida hablar en el Tribunal sobre la imparcialidad del acuerdo.

- Estos derechos y opciones - **y los plazos para ejercerlos** – son explicados en este aviso.
- Ninguna persona puede interferir con su derecho de recibir el dinero que es suyo de este acuerdo. Nadie le puede intimidar, amenazar, o intentar prevenir que reciba su parte del dinero en este caso. Si alguien intenta paralo en recibir su dinero de cualquier forma, Ud. puede llamar al Class Administrator quien puede comunicarse con los abogados que representan las partes.

1. ¿De qué se trata este aviso?

Este aviso es una notificación oficial del Tribunal para informarle acerca de una propuesta de acuerdo en esta demanda de “acción de clase.” Usted es considerado un miembro de este caso si trabajó por Los Dos Potrillos como empleado por hora entre el 19 de enero de 2017 al 8 de abril de 2024. Si usted no cree que este acuerdo es justo, puede oponerse. Este aviso le dirá como presentar una objeción de ese tipo. Este aviso también le informará de sus derechos si no quiere participar en el caso.

2. ¿Qué es esta Demanda de “Acción de Clase”?

Una “acción de clase” es una demanda en la que una persona, llamada el representante de la clase, demanda en nombre de personas que tienen alegaciones similares. Todas estas personas son una clase y son miembros de la clase. Un Tribunal resuelve las alegaciones para todos los miembros, excepto aquellos miembros que se excluyen de la clase.

3. ¿Sobre qué es la Demanda?

El representante de la clase alegó que Los Dos Potrillos violó la ley cuando pagó menos del salario mínimo a sus empleados, cuando pago las horas extras a una tarifa incorrecta, cuando robó propinas de los empleados, y cuando no les permitía descansos requeridos.

4. ¿En qué va la Demanda?

Las partes llegaron a un acuerdo por un total bruto de \$3,750,000.00. Esta cantidad incluye daños de represalia de \$230,500.00, \$15,000 para el representante de la clase, \$1,249,875.00 de honorarios para el abogado y los costos del litigio y pagos para los miembros de la clase que no se excluyen. Si usted decide quedarse como parte de la demanda (no hacer nada), usted recibirá un pago calculado como su parte basado en el número total de semanas que trabajó y no le pagaron correctamente y descansos que no le permitió entre el 19 de enero de 2017 al 8 de abril de 2024. Según los términos del acuerdo, su parte estimada es \$<<EstAmt>>, menos impuestos. Esta cantidad puede cambiar según el juicio final de la corte.

5. ¿Quién mas recibirá dinero del Acuerdo?

El Representante de la Clase, Gladis Castañeda, recibirá adicionalmente \$15,000.00 en consideración por su compromiso en traer esta demanda en nombre de la clase. El abogado que representó a El Demandante y los Miembros de la Clase ha propuesto recibir \$1,249,875.00 por su trabajo en litigar la demanda y para reembolsarle para los costos del litigio.

6. ¿Cuáles son mis derechos como miembro de la clase?

Como miembro de la Clase, usted tiene el derecho de recibir dinero del Acuerdo. En recibir un cheque, renunciará a su derecho de presentar una demanda propia contra Los Dos Potrillos por las violaciones descritas en le demanda, si no se excluye. Cualquier miembro de la Clase que ni se excluye de la Clase por entrega la forma adjunta ni cambia su cheque no renunciará su derecho de proceder en contra de los Demandados bajo el FLSA.

7. ¿Cómo me excluyo de esta “acción de clase”?

Si usted NO desea participar como miembro de la clase, usted tiene el derecho de ser excluido de la Clase y no recibir ningún dinero del Acuerdo; sin embargo usted puede tener el derecho de presentar su propia demanda en contra de Los Dos Potrillos en el plazo permitido por la ley para los reclamos alegados en la demanda. **Usted tiene que excluirse antes del 60-day period.** Si usted no se excluye **antes del 60-day**

period usted renunciará a su derecho a ser excluido de la clase. Si se quede en la clase, usted no podrá presentar una demanda separada en contra de Los Dos Potrillos por los mismos reclamos alegados en esta demanda y quedará obligado por el Acuerdo y será elegible para recibir su dinero del acuerdo. Para ser excluido de la acción de clase es necesario completar y enviar la forma adjunta al Settlement Administrator.

8. ¿Qué hago si pienso que el acuerdo no es justo?

Habrará una audiencia en persona ante la jueza federal, XXX, **el XXX p.m.** en XXX, para decidir si el acuerdo es justo, razonable y adecuado. Esta audiencia será su única oportunidad de oponerse a los términos del Acuerdo. Usted puede asistir la audiencia en persona.

Usted no tiene que estar presente en la audiencia para recibir su parte del dinero del acuerdo.

Si usted quiere oponerse al acuerdo, tiene que enviar su objeción al Settlement Administrator **[address]** en o antes del **60-day period**.

9. ¿Qué pasa si no hago nada?

Si no hace nada, usted recibirá su dinero de este caso.

10. ¿Y si quiero más información?

Si tiene preguntas acerca del acuerdo, necesita ayuda para entender este aviso, puede comunicarse con el Settlement Administrator en escribir o llamar al:

[Settlement Administrator Information]

11. ¿Qué pasa si la Tribunal no aprueba el acuerdo?

Si la corte niega apropar el acuerdo, no hará ningún pago bajo el acuerdo y la demanda reverirá al estatus de antes de que las partes negociaron el acuerdo.

12. ¿Me representa un abogado en este caso?

La corte aprobó que el abogado siguiente le representa a usted y a los otros miembros de la clase:

Brandt Milstein
Milstein Turner, PLLC
2400 Broadway, Suite B
Boulder, CO 80304
(303) 440-8780
brandt@milsteinturner.com
www.milsteinturner.com

FORMA DE EXCLUSIÓN

Regrese esta forma solo SI USTED NO QUIERE SER MIEMBRO DE LA CLASE. Si usted regresa esta forma, **no recibirá nada de dinero del acuerdo**.

Su Nombre en Letra de Molde

Su Dirección y Número de Teléfono

RECONOCIMIENTO:

Yo declaro que quiero excluirme de la clase en el caso de Castañeda v. Los Dos Potrillos LLC et al., Case Number 23-cv-00162-RM-SBP. Yo entiendo que **no recibiré ningún pago del acuerdo**. Declaro bajo pena de perjurio que lo antes es cierto y correcto.

Firma

Fecha

Esta Forma de Exclusión tiene que ser completada, firmada y regresada a la dirección proveida abajo de manera que sea recibida **antes del 60 day period** o con matasello de correo dando fe que fue enviada antes de esa fecha.

Por Correo: **Class Administrator Address**

Por Fax: **Class Administrator Fax #**

Por Email: **Class Administrator email address**